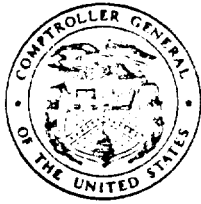


**DECISION**

241141  
**THE COMPTROLLER GENERAL  
OF THE UNITED STATES**  
WASHINGTON, D.C. 20548

**FILE:** B-209384**DATE:** January 31, 1983**MATTER OF:** Holley Electric Construction Co., Inc.**DIGEST:**

1. Where conflicting statements of protester and agency are the only evidence regarding alleged telephonic explanation of invitation's bidding schedule, protester has not met burden of proving agency advised it how to bid as it did.
2. Where the figure "2 each" appears in the quantity column and spaces are provided for unit and total amounts, the bidding schedule clearly conveys to bidders the fact that the unit price is a single item price and the total price is twice that amount.
3. Where the protester, which became the second low bidder as a result of the agency's upward adjustment of the bid due to a unit/extended price discrepancy, claims a mistake in its bid which, if corrected, would cause the firm to displace the low bidder, the mistake may not be corrected if the intended bid is not ascertainable from the bid itself. Here, where allegedly mistaken amounts bid on certain items are not unreasonable in comparison with other unmistakable bids for the same items, alleged mistakes and intended bids are not ascertainable from the bid document, and the agency's determination to deny the mistake claim therefore will not be disturbed.

Holley Electric Construction Co., Inc., protests the award of a contract to Rhyne Electrical Contractors, Inc., under the Department of the Interior's invitation for bids (IFB) No. 5000-82-50 for the replacement of transformers in the cave electrical system at Mammoth Cave National Park, Kentucky. Holley's total price as bid actually was lower than Rhyne's until Interior adjusted it upward because Holley apparently failed to extend certain unit prices. Holley objects to the agency's upward adjustment of its

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bid alleging that its unit and extended prices were correct as entered, and in fact were entered in accordance with the IFB and telephonic advice it allegedly received from Interior. Alternatively, Holley contends that it was improperly denied downward correction of the adjusted bid to reflect mistakes in entering the unit prices.

We deny the protest.

The IFB solicited prices for five numbered line items, with subitems keyed to described efforts in the transformer replacement project. The bid schedule, with several line items and subitems, was structured as follows:

<u>ITEM No.</u>	<u>DESCRIPTION</u>	<u>UNIT/QUAN.</u>	<u>UNIT BID</u> <u>PRICE</u>	<u>TOTAL AMT.</u>
1	* * *	Lump sum	\$ _____	\$ _____
2(a)	* * *	Lump sum	_____	_____
2(b)	* * *	<u>EST. QUAN.</u> 1 each	_____	_____
2(c)	* * *	<u>EST. QUAN.</u> 1 each	_____	_____
2(d)	* * *	<u>EST. QUAN.</u> 2 each	_____	_____

Holley submitted a total bid of \$187,611.77. Rhyne's total bid was \$192,795.00. On review of Holley's bid, however, the contracting officer found six instances where Holley had not extended its unit bid price by multiplying it by the unit/quantity figure listed in the schedule. In each of the six instances, the unit/quantity figure was "2 each." (Item 2(d) in the portion of the schedule set out above is an example; Holley entered \$1,050.32 in both the unit price and total amount columns.)

The IFB informed bidders that:

"The Contracting Officer will correct any errors made in extension of prices or totalling of items. In case of discrepancy between unit prices and extensions, the unit price shall govern."

In accordance with this provision, the contracting officer made the appropriate corrections in the extended prices of Holley's bid--for example, extending the unit price of item 2(d) to \$2,100.64--which resulted in the total amount bid by Holley being adjusted upward to \$193,793.32. Thus, Rhyne's bid became low by approximately \$1,000.

When the contracting officer informed Holley of the upward adjustment in its total bid price as a result of Holley's failure to multiply six unit prices by their respective unit/quantity figures, Holley alleged that the figures in the unit price column for each of the six sub-items in fact represented the price of two units. Therefore, Holley requested the opportunity to correct downward, by half, each of the six unit price figures so that they corresponded to the six extended prices actually entered on the schedule. Holley submitted to the contracting officer estimate sheets and work papers in support of its alleged mistakes. Interior rejected Holley's mistake claim on the basis that the errors alleged and the bids intended were not apparent on the face of Holley's bid.

Generally, an agency may permit a bidder to correct a mistaken portion of its bid after bid opening only when the bidder presents clear and convincing evidence of both the existence of a mistake and the bid actually intended. Where, as here, correction would result in displacement of another bidder, the mistake and the intended bid must be ascertainable from the bid itself. Federal Procurement Regulations § 1-2.406-3(a) (1964 ed.).

In deciding cases involving bid corrections which would displace the low bidder, we examine the degree to which the asserted correct bid is the only reasonable interpretation, ascertainable substantially from the bid itself, of the claimed mistake. For instance, we have denied correction where there was no way to tell solely from the bid whether a unit price or its discrepant total was correct and either would have been reasonable. See Broken Lance Enterprises, Inc., 57 Comp. Gen. 410 (1978), 78-1 CPD 279. Conversely, we have permitted correction of a unit price to correspond to an extended total where the total price represented the only reasonable alternative. See East Bay Auto Supply, Inc., B-192012, September 5, 1978, 78-2 CPD 170.

Here, we cannot say that any of the six allegedly mistaken unit prices bid by Holley are unreasonable as unit prices, since they compare favorably with other bidders' unmistaken unit prices for those items. Thus, we cannot conclude that Holley's intention to bid single unit prices of one-half of each of the six prices it actually bid is ascertainable from the bid itself, as required in a displacement situation. We therefore will not disturb Interior's determination denying Holley's mistake claim. See Schweigert Construction; Bob Bak Construction, B-208114, B-208380, October 20, 1982, 82-2 CPD 349.

Holley also argues that the IFB's bidding schedule was deficient in that its "unit/quantity" column was not placed to the right of the "unit bid price" column. Holley asserts that the placement of the quantity column to the left of the unit price column runs counter to the normal left-to-right system of reading, and that this placement contributed to Holley's submission of an allegedly erroneous bid, in that as a result Holley read a "unit" of each of the six subitems to be two of the items. In this regard, Holley alleges that in telephone conversations with agency contracting personnel prior to bid opening, it was advised that its interpretation of the schedule--that a subitem "unit" is "2 each"--was correct.

Interior denies advising Holley as alleged. What we have, therefore, are conflicting statements on the issue by the protester and the contracting agency, with no evidence in the record supporting Holley's allegation. In that circumstance, the protester has not met its burden of affirmatively proving that it was advised by Interior to bid as it did. Worldwide Direct Marketing, B-200371, April 2, 1981, 81-1 CPD 253. In any event, we believe that Holley's interpretation of the bidding schedule simply was unreasonable. Where "2 each" is in the quantity column and spaces are provided for unit and total amounts, we think the bidding schedule clearly conveys to bidders the fact that the unit price is a single item price and the total price is twice that amount.

The protest is denied.

*Milton F. Fowler*  
for Comptroller General  
of the United States